



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
OFFICE OF STATE PLANNING  
CN 204  
TRENTON, N.J. 08625-0204

JIM FLORIO  
GOVERNOR

SAMUEL CRANE  
STATE TREASURER  
HERBERT SIMMENS  
DIRECTOR

July 26, 1993

TO: Neil Muller  
Director Division of Planning & Technical Assistance

FROM: Herbert Simmens  
Director

RE: Memorandum of Understanding for Data Exchange between the Office of  
State Planning (OSP) and the North Jersey Transportation  
Coordinating Council (NJTCC).

With regard to data sharing between the OSP and NJTCC, the following  
guidelines will form the basis of this memorandum of understanding:

(1) It is in the best interest of both parties to share, where  
appropriate, data and to avoid duplication of effort in the development of  
GIS data layers;

(2) Data obtained or developed by either OSP or NJTCC are  
characterized as falling into three distinct classes that might in turn  
require distribution guidelines. These classes are:

(a) data that is in the public domain or that is freely available  
from governmental, public, or private sources and that can be made  
available by either the OSP or the NJTCC without restriction (e.g. US  
Census data, USGS stream flow data, USGS DLG data sets, DEMs, digital SCS  
soils information, etc.);

(b) data that will be made available upon request, but that will  
require execution of a licensing agreement allowing its use, but  
restricting its duplication or distribution to other parties. The intent  
in this case is not to restrict access or distribution of the data, but to  
require a formal request that allows distribution to be controlled and the  
integrity of the data set to be maintained by the original distributing  
agency or group; and

(c) data that is proprietary and cannot be legally transferred or  
that must remain confidential for a legitimate purpose (e.g. copyrighted  
image data from EOSAT and SPOT, the exact location of archeological or  
endangered species sites).

Mr. Neil Muller  
Page 2  
July 26, 1993

Following a written request for information from either the NJTCC or the OSP, the party holding the data of interest will indicate the category into which the data is included and either provide the data immediately, require the execution of a licensing agreement before providing the data requested, or indicate that the data cannot be provided in its original form and specify the reason for such a restriction. It is anticipated that a request for data will normally be processed within a 30 day period unless a written reason for a longer period is provided.

Both parties agree to safeguard data that has been exchanged under the terms of this MOU to the same extent that original data is protected from unauthorized use, access, or transfer.

Herbert Simmens  
Herbert Simmens  
Director  
Office of State Planning

Neil Muller  
Neil Muller  
Dir. Div. of Planning & Tech. Assist.  
North Jersey Trans. Coordinating  
Council

Date:

Date:



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
OFFICE OF STATE PLANNING  
CN 204  
TRENTON, N.J. 08625-0204

JIM FLORIO  
GOVERNOR

SAMUEL CRANE  
STATE TREASURER  
HERBERT SIMMENS  
DIRECTOR

Data Licensing Agreement between the New Jersey Office of State Planning (OSP) and:

Neil D. Muller  
Director, Division of Planning & Technical Assistance  
North Jersey Transportation Coordinating Council

I. DESCRIPTION OF THE DATA TO BE PROVIDED.

Upon written consent to the following conditions and restrictions, the Office of State Planning (OSP) will provide the following digital data, as requested, to North Jersey Transportation Coordinating Council (NJTCC).

SUBJECT DATA:

The following data related to the mapping of The New Jersey State Development and Redevelopment Plan: Planning Areas, Centers, Critical Environmental/Historic Sites.

Notwithstanding the special conditions regarding the subject data specified in part III of this licensing agreement, the Office of State Planning makes no representations of any kind, including but not limited to the warranties of merchantability of fitness for a particular use, nor are any such warranties to be implied, with respect to the digital data furnished hereunder. The Office of State Planning assumes no responsibility to maintain them in any manner or form.

I have the authority to legally obligate The New Jersey Office of State Planning to the terms of this agreement.

SIGNED Herbert Simmens

DATE Aug 4, 1993

TITLE Director  
Office of State Planning

## II TERMS OF AGREEMENT

1. The Data received from OSP is to be used solely by NJTCC and will not be reproduced or redistributed for use by anyone outside of NJTCC, without first obtaining written permission from OSP.
2. The data provided under this licensing agreement are meant to be used solely for internal research applications by NJTCC and will not be contributed, distributed via a local area network, or made available in any form to any other public or private local, county, state, or federal agency, bureau, division, or organization without first obtaining written permission from OSP.

## III SPECIAL CONDITIONS

1. The planning area delineations are part of the New Jersey State Development and Redevelopment Plan produced and released by the NJ Office of State Planning (OSP). The files reflect the delineations as they appeared on June 12, 1992. Any map amendments accepted in the interim are not reflected in these delineations. The delineations are scheduled for review and revision every three years.
2. Due to the complex nature of the plan and the state planning process and the relationship of all of the individual parts of the plan, questions regarding the plan should not be resolved by or even considered using the map alone. This would provide a limited view of the comprehensive approach embodied in the plan. For this reason, any questions relating to the plan or its delineations for the State should be directed to OSP.
3. The information has been delivered in the specific format requested (Exported Arc\Info files on PC 3.5" discs). OSP assumes no liability for inability to use this tape or the information contained on it or for any financial damages caused by such an inability. OSP agrees, however, to assist in resolving any problems in using the data and to reproduce the data if necessary. If, for any reason, the discs do not adequately meet the specifications agreed upon for the transmittal of the information, OSP will deliver new discs.

I have the authority to legally obligate The North Jersey Transportation Coordinating Council to the terms of this agreement.

SIGNED Herbert Simmons

DATE AUG 4 1993

TITLE Director